



P.O. Box 145  
8814 County Road F  
Blenker WI 54415  
Phone: 800-568-1015  
Fax: 888-252-2026  
Email: [logistics@deboerlogistics.com](mailto:logistics@deboerlogistics.com)  
Website: [www.deboerlogistics.com](http://www.deboerlogistics.com)

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**In order to use your services, we  
MUST have the following items completed and signed.  
PLEASE FORWARD THE FOLLOWING:**

\_\_\_\_\_ **CARRIER AUTHORITY**

\_\_\_\_\_ **BROKER CARRIER AGREEMENT**

\_\_\_\_\_ **EXHIBIT A - DECLARATION OF INDEPENDENT CONTRACTOR STATUS**

\_\_\_\_\_ **W-9: TAXPAYER IDENTIFICATION NUMBER**

\_\_\_\_\_ **PROVIDE THREE BROKER OR CUSTOMER REFERENCES**

\_\_\_\_\_ **REQUEST FOR WEBSITE ACCESS TO "AVAILABLE LOADS"**

\_\_\_\_\_ **CONSENT TO FAX / EMAIL INFORMATION**

\_\_\_\_\_ **COMPLETED GENERAL INFORMATION QUESTIONNAIRE**

\_\_\_\_\_ **LIABILITY INSURANCE CERTIFICATE: Naming deBoer Logistics, LLC. as  
the certificate holder**

\_\_\_\_\_ **CARGO INSURANCE CERTIFICATE: Naming deBoer Logistics, LLC. as the  
certificate holder**

\_\_\_\_\_ **WORKER'S COMPENSATION INSURANCE COMPANY & POLICY NUMBER.**

\_\_\_\_\_ **MOTOR CARRIER SAFETY RATING: Provide a copy of your most recent safety  
rating issued by the US DOT.**

**Thank you for your cooperation and promptness in this matter  
Check our available loads at [www.deboerlogistics.com](http://www.deboerlogistics.com) and  
click on the "Available loads" link to view loads.**

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# BROKER / CARRIER AGREEMENT

This Agreement shall govern the services provided by \_\_\_\_\_, licensed motor carrier pursuant to Docket No. MC- \_\_\_\_\_ (hereinafter referred to as "Carrier") and deBoer Logistics, LLC, (hereinafter referred to as "Broker"), a licensed property broker pursuant to Docket No. MC- 618216 (SUB B).

1. Broker is an agent authorized by its customers to negotiate and arrange for transportation of their shipments in interstate commerce.

1.1 Independent Contractor. Carrier understands and agrees that Carrier is an independent contractor of Broker, and that Carrier has exclusive control and direction of the work Carrier performs pursuant to this Agreement and each Transportation Schedule. Carrier agrees to assume full responsibility for the payment of all local, state, federal and intra-provincial payroll taxes, and contributions or taxes for unemployment insurance, workers' compensation insurance, pensions, and other social security or related protection with respect to the persons engaged by Carrier for Carrier's performance of the transportation and related services in a Transportation Schedule, and Carrier shall indemnify, defend and hold Broker, and its Customer harmless there from.

2. Carrier agrees to not back solicit any customer of Broker, either directly or indirectly. As liquidated damages, Carrier agrees to pay back a ten percent (10%) commission on all traffic handled by customers first introduced to Carrier by Broker for a period of one (1) year following cancellation of this Agreement.

2.1 Carrier will not re-broker, assign or interline the shipments hereunder, without prior written consent of broker.

2.2 Carrier, at its sole cost and expense, shall furnish suitable and appropriate equipment required for transportation and services hereunder, which equipment shall be in clean and odor-free condition, and in good repair and working order. Carrier shall employ only competent and properly licensed personnel who shall be well-trained in the care and safety procedures applicable to shipments being handled and transported.

3. Broker shall pay Carrier for services rendered in an amount equal to the rates and accessorial charges agreed to on Broker's load confirmation sheet. Carrier must submit proof of delivery with invoices to Broker as agent for the shipper. Payment terms shall be thirty (30) days from receipt of clear bill of lading; carrier may pursue collection from broker only and not shipper or consignee.

3.1 Rand McNally MileMaker. Carrier understands that Broker, is currently an authorized licensee of Rand McNally-TDM, Inc.'s ("TDM") MileMaker Unix Resident System, current version Mileage Guide ICC HGB 100-E, and any subsequent revisions to this Guide, and that Carrier's rates and charges that are based on miles will, unless otherwise notified by Licensee in writing, be determined through the use of TDM's MileMaker UNIX Resident System. Carrier acknowledges that the mileage data generated through Broker's use of TDM's MileMaker UNIX Resident System are confidential and proprietary to TDM and that Carrier will only use the mileage data that Broker, provides to Carrier to perform Carrier's transportation and related services for Broker, or Brokers' customers.

\_\_\_\_\_  
Carrier's Initials:  
\_\_\_\_\_  
deBoer Logistics, LLC Initials

Date: \_\_\_\_\_  
Date: \_\_\_\_\_

4. Carrier warrants to Broker, and its shipper Customers, that it agrees to and meets the following criteria:

4.1 (a) Carrier shall maintain All Risk Cargo insurance in the amount of not less than \$100,000.00 per shipment, or an amount equal to or exceeding the full value of the property included in the shipment. (b) Carrier warrants that its Cargo insurance does not exclude theft, unattended vehicles, or any specific "target" commodities or goods. (c) Carrier warrants that its Cargo insurance is not subject to a deductible that exceeds \$10,000.00. (d) Carrier shall be responsible for direct payment of any deductible amount on any and all claims.

4.2 (a) Carrier shall maintain public liability insurance in the amount of not less than \$1,000,000.00, and \$5,000,000.00 for hazardous materials, as required by federal regulation (BMC-91 on file). (b) Carrier shall maintain Workers Compensation insurance as required by state law. (c) Carrier shall provide any other insurance coverage's required by any governmental body for the types of transportation and related services specified in the Transportation Schedule.

4.3 (a) Carrier's insurance coverage shall be primary, and shall be required to respond to and pay any claim up to its applicable limits before any other available coverage will apply. (b) Carrier agrees that Carrier, its employees, agents, insurers, anyone else acting on behalf of or in the place of Carrier, or anyone claiming rights which transfer from Carrier shall have no claim, right of action, or right of subrogation against Broker, its affiliates, or its Customer(s) for any loss, claim, or liability insured under Carrier's insurance of any kind. (c) Carrier shall, prior to providing transportation and related services pursuant to this Agreement, name Broker as a certificate holder on each of the foregoing insurance policies, and shall cause its insurance company(ies) to issue a certificate of insurance to Broker evidencing said coverage's. (d) Carrier shall agree to provide certificates of insurance upon request, which certificates shall name Broker as Additional Insured. (e) Carrier warrants that Broker shall be notified in writing by Carrier's insurance company(ies) at least thirty (30) days prior to the cancellation, material change, or non-renewal of any applicable insurance policy. (f) Carrier represents and warrants that it will continuously fulfill the requirements outlined in this Agreement throughout the duration of this Agreement.

5. Governing Rules. The following rules shall apply: (a) The terms of the uniform straight bill of lading; (b) Standard claims rules otherwise applicable to common carriers (49 C.F.R. §370 and carrier's rules tariffs); (c) Cargo claims liability as set forth in the Carmack Amendment (49 U.S.C. §14706); (d) Destination market value for lost or damaged cargo, no special or consequential damages unless by special agreement; (e) shall maintain compliance during the term of this Agreement, with all applicable federal, state and local laws relating to the provision of its services including, but not limited to: transportation of Hazardous Materials, (including the licensing and training of drivers), as defined in 49. C.F.R §172.800, §173, and §397 et seq. to the extent that any shipments hereunder constitute Hazardous Materials; (f) Claims will be filed with Carrier by Shipper; and (g) Broker's customer is third party beneficiary of this Agreement.

6. Shipping Document Execution. Carriers are to be named on the bill of lading as the "carrier of record." Broker shall be shown as the third party payer of all freight charges.

7. Indemnification Carrier agrees to hold harmless and indemnify Broker and its Customer(s) for any loss or claim, including all costs or expenses, attorney fees or other legal costs, arising out of any

\_\_\_\_\_  
Carrier's Initials:  
\_\_\_\_\_  
deBoer Logistics, LLC Initials

Date: \_\_\_\_\_  
Date: \_\_\_\_\_

act or omission of Carrier, its employees, or agents, or arising out of any transportation and related services pursuant to this Agreement.

8. **Cargo Liability.** Carrier assumes liability as a common carrier for loss, damage to, or destruction of any and all of Customer's goods or property while under Carrier's care, custody, or control. Carrier shall have the obligation to inspect each load at the time it is tendered to Carrier to assure its condition. If Carrier is tendered a load which is not in suitable condition, Carrier shall immediately notify Broker. Cargo which has been tendered to Carrier intact and undamaged and is released by Carrier in a damaged, lost, or destroyed condition shall be conclusively presumed to have been lost, damaged, or destroyed by Carrier unless Carrier can establish otherwise by clear and convincing evidence. For any such loss, claim, or damage Carrier shall either pay Broker directly, or authorizes Broker to deduct from any amount owed to Carrier by Broker, for Customer's full actual loss, or an amount determined by Broker to be Carrier's responsibility. Carrier also authorizes Broker to deduct from any amount owed to Carrier by Broker the Customer's full actual loss, or an amount determined by Broker to be Carrier's responsibility, for any claim which is not resolved within ninety (90) days of the date the loss occurs.

9. **Salvage Claims.** Carrier shall waive any and all right of salvage or resale of any of Customer's damaged goods and shall, at Brokers request and direction, promptly return or dispose, at Carrier's cost, any and all of Customer's damaged and overage goods shipped by Carrier under a Transportation Schedule. Carrier shall not under any circumstance allow Customer's goods to be sold or made available for sale or otherwise disposed of in any salvage markets, employee stores, or any other secondary outlets. In the event that damaged goods are returned to Customer and salvaged by Customer, Carrier shall receive a credit for the actual salvage value of such goods.

10. **Law and Integration.** This written Agreement, together with any load confirmation, contains the entire agreement between the parties and may only be modified by signed written agreement. Wisconsin law, venue and jurisdiction shall apply.

11. **Savings Clause.** If any provision of this Agreement or any Transportation Schedule is held to be invalid, the remainder of the Agreement or the Transportation Schedule shall remain in full force and effect with the offensive term or condition being stricken to the extent necessary to comply with any conflicting law.

12. This Agreement shall be for the period of one (1) year and shall be automatically renewed unless cancelled. Either party may terminate this Agreement upon fifteen (15) days written notice.

\_\_\_\_\_  
**BROKER**  
  
By: \_\_\_\_\_  
  
Name: \_\_\_\_\_  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
**CARRIER**  
  
By: \_\_\_\_\_  
  
Name: \_\_\_\_\_  
  
Date: \_\_\_\_\_

\_\_\_\_\_  
Carrier's Initials:  
\_\_\_\_\_  
deBoer Logistics, LLC Initials

Date: \_\_\_\_\_  
Date: \_\_\_\_\_



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**EXHIBIT "A"**  
**DECLARATION OF INDEPENDENT CONTRACTOR STATUS**

DATE: \_\_\_\_\_, 20\_\_\_\_

deBoer Logistics, LLC.

Name of Person Letting Contract (Broker)

P.O. Box 145, Blenker, WI 54415

Address

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Insurer (If Applicable) (RE: Workers Compensation)

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Name of Independent Contractor (Carrier)

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Address

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If Partnership, List All Partners

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Address

Time or Project (s) covered by the Declaration:

Carrier hereby declares that all services performed under the contract-dated \_\_\_\_\_ shall be rendered by the independent contractor in his or her status as an independent contractor and without the assistance of others.

Carrier shall give Broker (7) days advance written notice before obtaining the assistance of any other person in performance with this agreement. Upon receipt of this notice, Broker may require carrier to qualify as a carrier-insured employer or as a self-insured employer under OARS 656.407 or may terminate the contract. Failure to give the notice required by this declaration or to obtain worker's compensation coverage as required by Broker shall constitute grounds for termination of the contract by the Broker.

Carrier agrees to indemnify the person letting the contract for any damages, expenses, costs, and disbursements including attorney fees incurred by said person as a result of Carrier's failure to adhere to the terms of this declaration.

Carrier understands that a person who files a declaration of status as an independent contractor is not eligible to receive worker's compensation benefits (under OARS Chapter 656) in the event of injury or disease, unless Carrier has personally obtained coverage for such benefits as its own expense.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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INDEPENDENT CONTRACTOR (CARRIER) SIGNATURE

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



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**REFERENCES**

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, ST, ZIP** \_\_\_\_\_

**PLEASE PROVIDE 3 BROKER AND/OR CUSTOMER REFERENCES**

**COMPANY NAME:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY ST ZIP:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY ST ZIP:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY ST ZIP:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

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# deBoer Logistics, LLC

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Fax: 888-252-2026

Email: [logistics@deboerlogistics.com](mailto:logistics@deboerlogistics.com)  
Website: [www.deboerlogistics.com](http://www.deboerlogistics.com)

## Request For Access to deBoer Logistics, LLC. "Available Loads"

Date: \_\_\_\_\_

Company: \_\_\_\_\_

Person Requesting Access: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Please select the Password of your choice, deBoer Logistics, LLC. will assign the Login ID and advise via Email when your access is activated.

Login ID \_\_\_\_\_ Assigned by deBoer Logistics, LLC.

Password \_\_\_\_\_ Customers Choice - a maximum combination of six (6) characters alpha/numeric or a combination of upper or lower case.

### Disclaimers

"Available Loads" and the content available through it provides an as is and as available basis, you as the customer expressly agree that use of "Available Loads" and/or its contents are the sole responsibility of your company.

Under no circumstances shall deBoer Logistics, LLC. or its Officers, Directors or employees be liable for any claim by any party for direct, indirect, incidental, special or consequential damages arising from or in connection with the use of or the inability to use "Available Loads" or any content contained on this website, or resulting from unauthorized access to or alternation of transmissions or data.

**deBoer Logistics, LLC.**

Attention: Peggy Carolfi  
[peggy@deboerinc.com](mailto:peggy@deboerinc.com)

**Customer:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



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Website: [www.deboerlogistics.com](http://www.deboerlogistics.com)

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**To: All Carriers**  
**From: deBoer Logistics, LLC.**  
**Subject: Receiving fax & email notifications**

Effective January 2, 2005 new faxing regulations requires a signed consent to be on file in order to fax you available orders and other information intended for general distribution.

- I do not want to receive faxes /emails of available freight or other similar communications.
- I want to receive faxes/emails of available freight or other similar communications.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date \_\_\_\_\_

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U.S. Department of Transportation  
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.  
Washington, DC 20590

**SERVICE DATE**  
September 20, 2007

**LICENSE**  
**MC-618218-B**  
**DEBOER LOGISTICS LLC**  
**BLENKER, WI**

This License is evidence of the applicant's authority to engage in operations, in interstate or foreign commerce, as a broker, arranging for transportation of freight (except household goods) by motor vehicle.

This authority will be effective as long as the broker maintains insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 386). The applicant shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Kathy Weiner, Chief  
Information Systems Division

BPO

FMCSA FILER  
ACCOUNT NO. 24550

OF CANCELLATION OF THE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, That we **DeBoer Logistics, LLC**  
(Broker)

Of 8814 County Rd. F  
(Street)

Blenker  
(City)

WI  
(State)

54415  
(Zip code)

As TRUSTOR (hereinafter called Trustor), and Qash Capital, Inc., a financial institution created and existing under the laws of California as TRUSTEE (hereinafter called Trustee) hold and firmly bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Trustor is or intends to become a Broker pursuant to the provisions of the Title 49 U.S.C. 13904, and the rules and regulations of the Federal Motor Carrier Safety Administration relating to insurance or other security for the protection of motor carriers and shippers, and has elected to file with the Federal Motor Carrier Safety Administration such a Trust Fund Agreement as will ensure financial responsibility and the supplying of transportation subject to the ICC Termination Act of 1995 in accordance with contracts, agreements, or arrangements therefore, and

WHEREAS, this Trust Fund Agreement is written to assure compliance by the Trustor as a licensed Property Broker of Transportation by motor vehicle with 49 U.S.C 13906(b), and the rules and regulations of the Federal Motor Carrier Safety Administration, relating to insurance or other security for the protection of motor carriers or shippers, and shall inure to the benefit of any and all motor carriers or shippers to whom the Trustor may be legally liable for any of the damages herein described.

NOW, THEREFORE, the trustor and trustee, to accomplish the above, agree as follows:

1. Trustee agrees that payments made pursuant to the security provided herein to shippers and motor carriers pursuant to this Agreement will be made exclusively and directly to shippers or motor carriers that are parties to contracts, agreements or arrangements with Trustor.
2. Trustee agrees that the protection afforded to shippers and motor carriers hereby will continue until any and all claims made by shippers or motor carriers for which Trustor may be legally liable have been settled or until the funds deposited by Trustor pursuant to this Agreement have been exhausted, whichever comes first.
3. The parties hereto acknowledge and certify that said Trustee shall exclusively manage the security and trust fund, as herein set forth, and shall have legal title to the security and trust fund, pursuant to the terms and conditions as set forth in this agreement. Further, the parties hereto, and the said Trustee, as evidenced by their signatures to this agreement, acknowledge and certify that (a) said Trustee, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustor; and (b) said Trustor, neither has nor expects to have any interest, financial, proprietary, or otherwise, whatsoever, in Trustee.
4. Trustee acknowledges the receipt of the sum of Ten Thousand Dollars (\$10,000.00), to be held in trust under the terms and conditions set forth herein.
5. Trustee may, within its sole discretion, invest the funds comprising the corpus of this trust fund consistent with its fiduciary obligation under applicable law.
6. Trustee shall pay, up to a limit of Ten Thousand Dollars (\$10,000.00), directly to a shipper or motor carrier any sum or sums which Trustee, in good faith, determines that the Trustor has failed to pay and would be held legally liable by reason of Trustor's failure to perform faithfully its contracts, agreements, or arrangements for transportation by authorized motor carriers, made by Trustor while this agreement is in effect, regardless of the financial responsibility or lack thereof, or the solvency or bankruptcy, of Trustor.
7. In the event that the trust fund is drawn upon and the corpus of the trust fund is a sum less than Ten Thousand Dollars (\$10,000.00), Trustor shall, within thirty (30) days, replenish the trust fund up to Ten Thousand Dollars (\$10,000.00) by paying to the Trustee a sum equal to the difference between the existing corpus of the trust fund and Ten Thousand Dollars (\$10,000.00).
8. Trustee shall immediately give written notice to the FMCSA of all lawsuits filed, judgments rendered, and payments made under this trust agreement and of any failure by Trustor to replenish the trust fund as required herein.

9. This agreement may be canceled at any time upon thirty (30) days written notice by the Trustee or Trustor to the FMCSA on the form printed at the bottom of this agreement. The thirty (30) day notice period shall commence upon actual receipt of a copy of the trust fund agreement with the completed notice of cancellation at the FMCSA's Washington, DC office. The Trustee and/or Trustor specifically agrees to file such written notice of cancellation.

10. All sums due the Trustee as a result, directly or indirectly, of the administration of the trust fund under this agreement shall be billed directly to Trustor and in no event shall said sums be paid from the corpus of the trust fund herein established.

11. Trustee shall maintain a record of all financial transactions concerning the Fund, which will be available to Trustor upon request and reasonable notice and to the FMCSA upon request.

12. This agreement shall be governed by the laws in the State of California, to the extent not inconsistent with the rules and regulations of the FMCSA. 13th day of September 2007 at 12:01 a.m., standard time at the address of the Trustor as stated herein and shall continue in force until terminated as herein provided.

13. Trustee shall not be liable for payments of any of the damages hereinbefore described which arise as the result of any contracts, agreements, undertakings, or arrangements made by the Trustor for the supplying of transportation after the cancellation of this Agreement, as herein provided, but such cancellation shall not affect the liability of the Trustee for the payment of any such damages arising as the result of contracts, agreements, or arrangements made by the Trustor for the supplying of transportation prior to the date such cancellation becomes effective.

IN WITNESS WHEREOF, the said Trustor and Trustee have executed this instrument on the 13th day of September 2007.

**TRUSTOR**  
DeBoer Logistics, LLC  
Dale DeBoer Guarantor  
Oasis Capital, Inc.  
Address: 8814 County Rd. F  
Blenker, WI 54415

Telephone No : (715) 652-2911

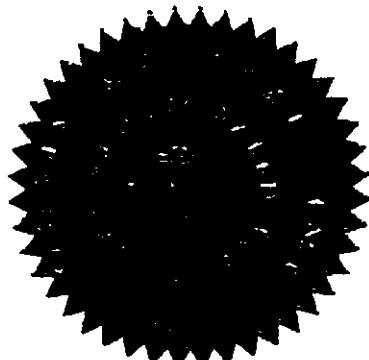
By: [Signature]  
Signature and Title

(Signature and Title)

**TRUSTEE**  
[SEAL]  
Address: 14241 East Firestone  
La Mirada, CA 90638

Telephone No: (714) 690-3762

By: [Signature] TITLE Owners  
Bonnie Warren, President



Only financial institutions may qualify to act as Trustee. Trustee, by the above signature, certifies that it is a financial institution and has legal authority to assume the obligations of Trustee and the financial ability to discharge them.

**NOTICE OF CANCELLATION**

THIS IS TO ADVISE THAT THE ABOVE BROKER TRUST FUND AGREEMENT EXECUTED ON THE DAY OF, IS HEREBY CANCELED AS SECURITY IN COMPLIANCE WITH THE FMCSA SECURITY REQUIREMENTS UNDER 49 U.S.C. 13906(b) and 49 CFR 387.307, EFFECTIVE AS OF THE DAY OF, 12:01 A.M. STANDARD TIME AT THE ADDRESS OF THE TRUSTOR, PROVIDED SUCH DATE IS NOT LESS THAN THIRTY (30) DAYS AFTER THE ACTUAL RECEIPT OF THIS NOTICE BY THE FMCSA.

\_\_\_\_\_  
DATE SIGNED

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE OF TRUSTEE OR TRUSTOR

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/03/07

**PRODUCER**  
1-816-421-7788  
Arthur G. Gallagher Risk Management Services, Inc.  
2345 Grand Blvd., Suite 900  
Kansas City, MO 64108

**INSURED**  
DeBoer Logistics LLC  
PO Box 145  
Blancher, WI 54415

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Sentry Select Ins Co	21150
INSURER B: Underwriters At Lloyds, London	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADVISORY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND \$
<b>A</b>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HERED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Contingent Auto Liab	CT751193-3606-071	11/19/07	10/01/08	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EAACCENT \$ OTHER THAN AUTO ONLY: EAACC \$ AGG \$
	<b>EXCESS UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WE <input type="checkbox"/> STAT- <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> BOTH- <input type="checkbox"/> ER EL, EACH ACCIDENT \$ EL, DISEASE - EMPLOYEE \$ EL, DISEASE - POLICY LIMIT \$
<b>B</b>	<b>OTHER</b> Contingent Cargo	8707/7241-2853	08/01/07	02/01/09	Per Load 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

For Information Purposes Only

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE AN OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*H. Larson*

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7634124

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P.O. Box 145  
8814 County Road F  
Blenker WI 54415  
Phone: 800-568-1015  
Fax: 888-252-2026  
Email: [logistics@deboerlogistics.com](mailto:logistics@deboerlogistics.com)  
Website: [www.deboerlogistics.com](http://www.deboerlogistics.com)

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### CREDIT INFORMATION

**deBoer Logistics, LLC.,**  
Established in 2007  
Corporate Offices: Blenker, Wisconsin  
Federal ID - 20-8601244  
MC - 618216  
Bond: – Oasis Capital, Inc. Trust Fund Policy #24550 Effective: 9/13/2007

### BANK REFERENCE

Wood Trust Bank  
181 2<sup>nd</sup> Street South  
Wisconsin Rapids, WI 54494  
Telephone 715 423-7600 Fax 715 422-0300

### CURRENT CARRIER REFERENCES

Woerpel Trucking, Inc.  
104 Mair Parkway  
Arlington, WI 53911  
Ph. 888-771-2977

Franklin Transport  
7841 Hwy 21  
Sylacauga, AL 35151  
Ph. 256-249-2246

Orman Brother Trucking LLC  
P.O. Box 319  
Rosser, TX 75157  
Ph. 800-793-1232

Leach Brothers Brokerage, Inc.  
862 East 3<sup>rd</sup> Street  
Forest, MS  
Ph. 601-469-4112

Northland Transportation, Inc.  
709 Garden Avenue  
Forreston, IL 61030  
Ph. 815-233-1898